

1 John A. Snow (NSBN 4133)
2 PARSONS BEHLE & LATIMER
3 201 South Main Street, Suite 1800
4 Salt Lake City, Utah 84111
5 Telephone: 801.532.1234
6 Facsimile: 801.536.6111
7 JSnow@parsonsbehle.com

8 Attorneys for Plaintiff

9 UNITED STATES DISTRICT COURT
10 DISTRICT OF NEVADA

11 NATIONAL DME, LLC, a Utah limited liability
12 company ,

13 Plaintiff,

14 vs.

15 TONYA KATSIKAS, an individual,

16 Defendant.

Case No. 2:23-cv-01243-CDS-NJK

17 **STIPULATED PROTECTIVE ORDER**

18 Plaintiff, National DME, LLC, is producing the documents its expert witness has
19 relied upon, which includes, among other things, confidential and sensitive financial
20 information, and that may be appropriately subject to protection under Federal Rule of
21 Civil Procedure 26(c). Plaintiff believes that good cause exists to protect the confidential
22 nature of such information contained those documents. The parties agree that the entry of
23 this Stipulated Protective Order (“Protective Order”) is warranted to protect against
24 disclosure of such documents and information.

25 Based upon the above stipulation of the parties, and the Court being duly advised,
26 IT IS HEREBY ORDERED as follows:
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28

1 1. The documents produced by Plaintiff that was relied upon by its expert
2 witness that contained any financial information of Plaintiff, including, but not limited to,
3 balance sheets, income statements, and tax returns, are subject to this Protective Order,
4 including all information derived therefrom, shall be restricted solely to the litigation of
5 this case and shall not be used by any party for any other purpose. This Protective Order,
6 however, does not restrict the disclosure or use of any information or documents lawfully
7 obtained by the receiving party through means or sources outside of this litigation. Should
8 a dispute arise as to any specific information or document, the burden shall be on the party
9 claiming that such information or document was lawfully obtained through means and
10 sources outside of this litigation.
11

12 2. The Parties acknowledge that this Protective Order does not confer blanket
13 protections on all disclosures during discovery or in the course of making initial or
14 supplemental disclosures under Rule 26(a).

15 3. If portions of documents or other materials subject to this Protective Order
16 or any papers containing or making reference to confidential portions of such materials are
17 filed with the Court, they shall be filed under seal and marked according to local rule of
18 the District of Nevada, LR 1A 10-5.
19

20 4. In seeking to file a document under seal, the parties understand there is a
21 strong presumption in the Ninth Circuit in favor of access to court records and that sealing
22 a document from public view is the exception. In addition, the parties understand that the
23 Court will evaluate any motion to seal either under a finding of good cause for non-
24 dispositive motions or a compelling reason supported by specific facts for dispositive
25 motions. See *Kamakana v. City & Cty. of Honolulu*, 447 F.3d 1172, 1179-80 (9th Cir.
26 2006). The designating party bears the burden to establish the facts necessary to seal such
27 information or documents.
28

1 5. Use of any information, documents, or portions of documents subject to this
2 Protective Order,” including all information derived therefrom, shall be restricted solely to
3 the following persons, who agree to be bound by the terms of this Protective Order, unless
4 additional persons are added by the stipulation of counsel or authorized by the Court:

- 5 a. The counsel of record for the parties, and the
6 administrative staff of such counsel’s law firms.
- 7 b. Any party to this action who is an individual, and every
8 employee, director, officer, or manager of any party to
9 this action who is not an individual, but only to the extent
10 necessary to further the interest of the parties in this
11 litigation.
- 12 c. Independent consultants or expert witnesses (including
13 partners, associates, and employees of the firm which
14 employs such consultant or expert) retained by a party or
15 its attorneys for purposes of this litigation, but only to the
16 extent necessary to further the interest of the parties in
17 this litigation.
- 18 d. The Court and its personnel, including, but not limited to,
19 stenographic reporters regularly employed by the Court
20 and stenographic reporters not regularly employed by the
21 Court who are engaged by the Court or the parties during
22 the litigation of this action.
- 23 e. Any court reporter or videographer reporting a
24 deposition.
- 25 f. Employees of copy services, microfilming or database
26 services, trial support firms, and/or translators who are
27 engaged by the parties during the litigation of this action.
- 28 g. Any mediator, and his or her staff, subject to their
 agreement to maintain confidentiality to the same degree
 as required by this Protective Order.

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2 h. Any fact witness in this matter to whom disclosure is
3 reasonably necessary.

4 i. Any other person with the prior written consent of the
5 designating party.

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7 6. Prior to being shown any documents produced by another party subject to
8 this Protective Order shall agree to be bound by the terms of this Order signing a copy
9 hereof.

10 7. Notwithstanding the above, the Court shall determine a party's right to use
11 documents or information subject to this Protective Order at a hearing, trial, or other
12 proceeding in this action. The Court may also require the redaction of personal identifiers
13 of confidential information before use at a hearing, trial, or other proceeding in this action.
14 This Protective Order shall not govern the admission of evidence at trial in open court.

15 8. Defendant reserves the right to dispute the confidential status of documents
16 or information subject to this Protective Order.

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18 9. Upon the request of the Plaintiff, within 30 days after the entry of a final
19 judgment no longer subject to appeal on the merits of this case, or the execution of any
20 agreement between the parties to resolve and settle this case, Defendant shall return to
21 Plaintiff all information and documents subject to this Protective Order. The party
22 requesting the return of materials shall pay the reasonable costs of responding to its request.

23 10. Nothing in this Protective Order shall prejudice any party from seeking
24 amendments to expand or restrict the rights of access to, and use of, confidential
25 information, or other modifications, subject to order by the Court.

26 11. The restrictions on disclosure and use of confidential information shall
27 survive the conclusion of this action.
28

So stipulated:

/s/ John A. Snow

John A. Snow
Attorneys for Plaintiff

/s/ Matthew T. Kneeland

Matthew T. Kneeland
Attorneys for Defendant
(Signed w/ permission by email
from Matthew T. Kneeland)

The Court has reviewed the reasons offered in support of entry of this Stipulated Protective Order and finds that there is good cause to protect the confidential nature of certain information. Accordingly, the Court adopts the above Stipulated Protective Order in this action.

DATED: July 10, 2024

IT IS SO ORDERED



Nancy J. Koppe
United States Magistrate Judge